

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY
APPROVING DEVELOPER FOR PARCEL 1 IN THE
CASTLE SQUARE SECTION OF THE SOUTH END PROJECT
AREA.

WHEREAS, it is the objective of the Authority in the Castle Square Area to achieve housing which is of high quality and sturdy construction at rents which middle-income families can afford, and which will be available to families displaced from the Castle Square Area and from other urban renewal areas in the City of Boston; and

WHEREAS, City Redevelopment Corporation has submitted to the Authority a proposal for the construction of 500 middle-income units plus accessory commercial and parking areas, to be constructed under the provisions of Section 221(d)(3) of the National Housing Act as amended, which proposal has been reviewed as to design and financial feasibility; and

WHEREAS, there has been presented to this meeting of the Authority a Letter of Intent ^{to be} executed by City Redevelopment Corporation setting forth the conditions under which it will purchase said Parcel 1 and develop it for middle-income residential uses; and

WHEREAS, the proposed purchase price for said parcel of \$.15 per square foot is based upon two independent appraisals of the value of said parcel for the proposed uses.

NOW THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That disposal of Parcel 1 by negotiation is the appropriate method of making the land available for redevelopment.
2. That the said Letter of Intent for the disposition of Parcel 1 to City Redevelopment Corporation is hereby approved, and the Development Administrator is hereby authorized to execute such Letter of Intent on behalf of the Authority substantially in the form presented to this meeting, subject to receipt from HHFA of its concurrence in the proposed purchase price, and subject to prior public disclosure as required by Title I of the Housing Act of 1949 as amended.
3. That the proposed price of \$.15 per square foot is hereby approved and determined to be not less than the fair value of the parcel for the proposed uses.

4. That City Redevelopment Corporation possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Land Use Provisions, Planning Objectives and Other Requirements for the Development of Castle Square, attached to said Letter of Intent.
5. That the Development Administrator is further authorized to execute a Land Disposition Agreement with City Redevelopment Corporation substantially in the form submitted to the Authority on October 3, 1963.

Document No. 301
Adopted at Meeting of 2/ 7/64

February 7, 1964

LETTER OF INTENT TO PROCEED

Boston Redevelopment Authority
City Hall Annex
Boston, Massachusetts

Subject: South End Urban Renewal Project - Castle Square Area
Disposition Parcel 1 and Parcel 3

Gentlemen:

City Redevelopment Corporation (hereinafter called the "Redevelopers") hereby submit this Letter of Intent in connection with their proposal to develop the above-named parcel in the Castle Square area, shown on the map attached hereto as Exhibit A.

If selected by the Boston Redevelopment Authority as developer for this parcel, the Redevelopers hereby agree to accomplish the following:


1. We agree to build approximately 500 relocation housing units on Parcel 1 substantially in accordance with the Site Plan and prototype plans for said Parcels prepared by Samuel Glazer Associates dated February 5, 1964 and attached hereto as Exhibit B. We will utilize Samuel Glazer Associates as our architect. All construction shall conform to the Land Use Provisions and Building and Other Requirements attached as Exhibit D dated January 31, 1964.

2. We will secure our funds under the so-called 221 (d) (3) program of the Federal government.

3. We intend to offer the following or a lower rental schedule for dwelling units, including an allowance for heat and hot water:

1 BR units	-	\$75
2 BR units	-	\$85
3 BR units	-	\$95
4 BR units	-	\$105

Provided, that no more than 120 of the one and two bedroom units may be offered at \$10 per month higher rent than the appropriate rentals listed above. We agree to guarantee maintenance of these rentals for a period of four years from date of first occupancy, by a surety bond or other security in form satisfactory to the Authority, in an amount not to exceed \$250,000.



Distribution of dwelling units shall be as follows for 501 units and in proportion for additional units:

	1 BR	2 BR	3 BR	4 BR	Total
High Rise 144		48	-	-	192
Two & Four Story -		117	122	70	<u>309</u> 501

Related retail commercial space to service the residential occupants as well as a parking garage shall be provided to the extent approved by FHA for inclusion in the 221 (d) (3) mortgage.

4. We agree to pay a price of \$0.15 per square foot for the approximately 400,700 square feet contained in the aforesaid Parcel 1, which price is subject to the concurrence of HHFA.

5. Upon acceptance by the Authority of this Letter of Intent we shall proceed immediately and diligently to take the necessary steps to apply for FHA mortgage insurance under Section 221 (d) (3).

6. We intend to adhere to the following schedule:

a. By March 10, 1964, we shall submit to the Authority architectural drawings, based upon the site plan and prototype plans previously approved by the Authority, in a form to meet FHA requirements for commitment under Section 221 (d) (3).

b. We shall submit final working drawings and specifications to the Authority within 90 days after issuance by the FHA of its commitment under Section 221 (d) (3).

c. We shall commence general construction on the Parcel on or before September 1, 1964, provided that the site is cleared, rough-graded, and transferred to us at least 15 days before date of start of construction.

7. We will grant preference in the leasing of space in the buildings to be constructed to families displaced from the Castle Square area, from the rest of the South End Project area, from the New York Streets Project area, and from other Urban Renewal Project areas, or as a result of other governmental action in the City of Boston, in that order. We agree that Boston Housing Authority shall be given the option of selecting tenants for ten per cent of the residential units, all of which shall be of 3 or 4 bedroom size, to be utilized under the rent supplementation program.

With respect to commercial space to be constructed, we will grant preference in the leasing of such space to former commercial occupants of the Castle Square area to the maximum extent practicable.

8. Upon acceptance by you of this Letter of Intent, we will promptly deliver to you a good faith deposit in the amount of \$3,000, representing 5% of the purchase price of the Parcel, in cash or other form acceptable to the Authority. This deposit shall be forfeited if we fail to execute the Land Disposition Agreement in accordance with Paragraph 9 below within 20 days or within such extended time as may be mutually agreed upon following dispatch of written notice by the Authority that the provisions of such an Agreement and the disposition to us have been approved by all required Federal, State, and City officials. The deposit shall be held as security for the performance of our obligations under this Letter and under the Land Disposition Agreement when executed, and shall be disposed of in accordance with the terms of that Agreement. The deposit shall be returned upon our request, and all obligations under this Letter cancelled (a) if the price for the parcel as concurred in by HHFA is more than 5% greater than the price set forth above, or (b) if within 60 days from the date of this Letter we are unable despite our diligent efforts to obtain the necessary FHA commitments for the construction of at least 500 units of housing under the 221 (d) (3) program. Interest on the deposit, if any, shall be our property, but the Authority shall not be under any obligation to invest or reinvest any deposit.

9. We agree to execute a Land Disposition Agreement substantially in the form of the draft submitted to the Authority October 3, 1963 with such changes as may be necessary to make it consistent with this Letter of Intent, as may be required by the FHA, or as we may mutually agree upon.

10. We will cooperate with the staff of the Authority with respect to the architectural elements of the buildings to be constructed, in order that the development may conform fully to the objectives of the Authority as set forth in the attached Exhibit D.

We understand that the Authority has an interest in seeing that buildings to be constructed are of attractive appearance and sturdy quality, and that our submission of drawings and specifications will be reviewed by the Authority for design values and quality of construction.

11. It is further understood that if, within ninety days after the initial FHA closing on Parcel 1, the Redevelopers submit an acceptable proposal for the purchase and development of Parcel 3, the Authority shall thereupon designate the Redevelopers as the developers of said Parcel 3, subject to public disclosure, HHFA concurrence, and the execution of a mutually satisfactory Land Disposition Agreement. An acceptable proposal, as used herein, shall (1) conform to the Land Use Provisions and Building and Other Requirements attached hereto as Exhibit D; (2) include such financial and tenancy information as may be sufficient to inform the Authority as to the nature of the development to be built and the feasibility thereof; (3) include the Redevelopers' specific undertaking promptly to commence construction of the improvements on all of Parcel 3 and complete the same within a reasonable time thereafter; and (4) include such site plans, elevations and renderings as shall assure the Authority of the high architectural character of the improvements proposed to be constructed.

If the foregoing meets with your approval, please indicate below and return an executed copy to us, whereupon this Letter shall constitute our selection as developer of Parcel 1 in accordance with the conditions set forth above.

Very truly yours,

CITY REDEVELOPMENT CORPORATION

Accepted:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

By: _____
Development Administrator

Date: _____

MEMORANDUM OF CHANGES, LAND DISPOSITION AGREEMENT FOR PARCEL 1,
CASTLE SQUARE, February 7, 1964

Page 201-1: Delete proviso.

Page 204-1: In the 2nd paragraph, delete: "or if the option described in Section 201 is exercised by the Authority."

Page 205-1: The date must be changed to make it consistent with the Letter of Intent.

Page 206-1: Mark the first paragraph as (a), and add at the end, "Except to the extent provided in Section 211."

Add new subsection (b), to read: "Said deed shall be accompanied by a parcel plan, prepared by the Authority, in form satisfactory to the land court division of the Suffolk Registry of Deeds."

Add new subsection (c) as follows: "The Authority shall promptly furnish the Redeveloper for examination and return to the Authority such abstracts of title as it shall have obtained during the course of its acquisition of the Property and have retained, together with certified copies of all eminent domain taking proceedings with regard to said Property. The Authority shall not be required to bring any such abstracts of title up to any later date than that shown on the abstractor's certificate accompanying the same.

Page 211-1: This section shall be revised to provide that the Authority shall take reasonable steps to remove any defects in title.

Page 302-1: In subsection (a) lines 7 and 8, delete: "and 100 units of housing for the elderly (subject to the provision in Section 201 herof)."

Section 304: A new provision shall be added to this section providing for the recordation of the Certificate of Completion which shall be conclusive evidence of the fact that the improvements have been completed.

Page 902-1: A provision shall be added as follows: "Where the consent or approval of the authority is required hereunder, such consent or approval shall not be unreasonably withheld."

Page 915-1: Line 8: Eliminate the word "unforeseeable."
Line 14: After "subcontractors" add, "or suppliers."
Line 24: Delete "ten (10) days" and substitute "a reasonable time."

Accepted:

Accepted:

EXHIBIT D

LAND USE PROVISIONS, PLANNING OBJECTIVES

AND OTHER REQUIREMENTS

FOR THE DEVELOPMENT OF CASTLE SQUARE

PARCEL 1

The principal use of this parcel shall be housing to be constructed under the provisions and spirit of Section 221 (d) (3) of the Federal program for housing moderate income families displaced by governmental action. It shall meet the rent and dwelling unit distribution provided herein. Approximately 500 units of 221 (d) (3) housing shall be provided and local shopping may be provided at ground level.

MAJOR DESIGN OBJECTIVES

1. The development shall be compatible with existing row housing in the South End and shall be related to the community of which it is a part. High rise buildings shall be designed with a respect for the human scale of the original South End community.
2. A maximum number of the larger size dwelling units shall have access to private outdoor space either on the ground or on balconies.
3. Adequate recreation areas for small children and landscaped sitting areas for adults for use of residents shall be provided.
4. Convenient vehicular access shall be provided to the housing. The number of curb cuts in Tremont Street, Dover Street, and Shawmut Avenue shall be held to a minimum.
5. Local shopping shall be designed to produce an attractive street facing both Tremont Street and the new housing on the interior of the parcel. Use of arcades and small shopping courts is encouraged. Roof of the shopping space shall be attractive to the view and should be made available to the residents for appropriate recreational use.

6. Any parking structure shall be designed to be compatible with other buildings on the parcel.

LAND USE CONTROLS

Permitted Uses

Housing and related public and semi-public uses including parking. Local shopping and related uses may be developed along Tremont Street including parking.

Number, Size and Distribution of Units

Approximately 500 units of 221 (d) (3) housing units shall be provided. No more than 300 of these units may be in elevator structures. The exact number, size and distribution of dwelling units shall be submitted to the BRA for approval.

Height and Building Type

Housing along Tremont Street may be provided in elevator buildings, a maximum of seven stories high. The balance of the 221 (d) (3) housing units must be in buildings two to four stories high. These must provide a maximum number of individual entries to units.

The local shopping space shall be one story high and integrated with the housing along Tremont Street.

Any parking structure shall be no more than three stories high (30 feet from grade to top parking level).

Setback

The setback along Dover Street shall be 20 feet from the public right-of-way. The setback from Shawmut Avenue/Tremont Street and Herald Street may be zero, except that in order to prevent traffic hazards the Boston Redevelopment Authority, in its review of development proposals, may require a minimum setback at traffic intersections which setback shall be defined as a triangle with sides of 20 feet along each intersecting street.

Signs

Signs shall be suitably integrated with the architectural design of the commercial structures which they identify. No sign shall project above the roof of the commercial structure. No flashing or animated signs shall be permitted. The amount of surface for fixed signs and advertising shall be limited to eight (8) square feet per one hundred (100) square feet of front facade surface of the commercial use. The size, design, location and number of signs must be specified in all redevelopment proposals and approved by the Authority.

Parking

Minimum on-the-ground parking for the 221 (d) (3) housing of one car for every two units shall be provided by the BRA. The balance of parking spaces for this housing to provide one space for each unit shall be the responsibility of the developer and may be in a parking structure. In addition to the parking for the housing, 3 square feet of parking space shall be provided for each 1 square foot of commercial space. Parking required for commercial uses may be provided in public parking spaces not required to meet the parking requirements for housing units or in a parking structure. Additional parking spaces for commercial, industrial and institutional use may be provided in a parking structure within the limitations of height permitted.

Easements

An easement for existing utilities in the right-of-way of existing Compton Street shall be maintained. Easements for utilities shall be provided by the developer for new utility lines. Electric power and telephone distribution shall be underground. Easements shall be checked and accepted by the Public Works Department.

Rent Schedules

The rental schedule including heat and hot water for the residential units constructed under Section 221 (d) (3) shall be:

<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>4 BR</u>
\$75/per mo.	\$85/per mo.	\$95/per mo.	\$105/per mo.

Provided, that no more than 120 of the one and two bedroom units in the elevator buildings may be offered at \$10.00 per month higher rent than the appropriate rentals listed above.

Design Review

Site plans, plans and elevations of buildings and building specifications plans and designs for signs shall be subject to design review and approval of the Boston Redevelopment Authority.

Development

The developer shall undertake the development of Parcel 1 under a single mortgage utilizing the provisions of Section 221 (d) (3).

The developer shall devote not less than 1% of construction costs to provide street furniture, sculpture, pools or other physical amenities to enhance the development.

PARCEL 3

The principal use of this parcel shall be light manufacturing. This use shall be in keeping with the location of this site within the heart of the City. Manufacturing processes should be restricted to those that are relatively noiseless, odorless and smokeless.

The Major Design Objectives

1. ARCHITECTURAL UNITY

It is highly desirable that all new structures constructed on this site achieve a high level of architectural unity. This may be accomplished through the use of similar materials, roof heights, roof profiles, scale of openings, treatment of details, etc.

2. PARKING

It is desirable to locate all parking and loading at an internal site location so that large open expanses of parking and pavement are not visible from the public right-of-way. This is particularly important on Shawmut Avenue.

3. ROOFS

Roofs shall be organized so that all vents and chimneys and any other projections are architecturally organized and detailed so that they will provide an attractive appearance when viewed from pedestrian level along the public right-of-way and from windows of high buildings in the vicinity.

4. LANDSCAPING

Trees and plant material shall be added to the site in appropriate areas and appropriate amounts. This is particularly important in the areas along Shawmut Avenue and those adjacent to the church parcels. Planting and attractive fencing shall be provided to screen Parking areas from the view of adjacent housing and church sites.

5. NIGHT LIGHTING

Lighting shall be provided to insure the safety of those using the parking lots and pedestrian paths within the parcel. Lighting fixtures shall be shielded to prevent glare to motorists and pedestrians. All fixtures shall be in architectural harmony with the new buildings constructed on the site.

6. HANDICAPPED PEOPLE

All new buildings in this parcel should be designed, insofar as feasible, so that persons in wheel chairs may enter and leave and travel about the buildings in a reasonable manner without undue obstructions. It is desirable that appropriate entrances and exits for such persons be constructed on all major frontages.

LAND USE CONTROLS

Permitted Uses

Light manufacturing, storage (enclosed) and distributive uses, retail except automobile, trailer or scrap; eating and drinking establishments; places of entertainment; offices; related off-street parking and loading.

Height and Building Type

Buildings shall be designed to be compatible with the adjacent housing and church structures, and landscaping shall be provided.

Setback

None required on Herald Street, Dover Street or Shawmut Avenue except that, in order to prevent traffic hazards, the BRA in its review of development proposals may require a minimum setback at traffic intersections, which setback shall be defined as a triangle with sides of 20 feet along each intersecting street. A 16' setback is required from the Washington Street right-of-way. Maximum floor area ratio: 6.0.

Signs

Signs shall be restricted to non-flashing and non-animated types, identifying only the establishment and nature of its products. All signs must be suitably integrated with the architectural design of the structure which they identify. No sign shall project above the roof of the structure on which it is mounted. No sign shall project beyond the face of the building more than 24 inches. Sign surface shall be limited to eight (8) square feet per one hundred (100) square feet of front facade surface of the first two floors in that occupancy of the structure. The size, design, location, and number of signs must be specified in all Redevelopment proposals and approved by the Authority.

Off-Street Parking

One on-site space for each five employees of industrial and commercial uses. Additional one square foot for each square foot of floor space for retail use or one space for every five persons served at any one time in eating establishments.

Off-Street Loading

All loading bays must be constructed so that no on-street maneuvering is necessary. Access to loading bays shall be limited to Washington Street and Herald Street. Loading bays shall be provided as required by the applicable zoning ordinance.

Easements

An easement for existing utilities in the right-of-way of existing Compton Street shall be maintained.

Development

The developer shall devote not less than 1% of construction costs to provide street furniture, sculpture, pools, landscaping, or other physical amenities to enhance the development.

Design Review

Site plans, plans and elevations of buildings and building specifications plans and designs for signs shall be subject to design review and approval of the Boston Redevelopment Authority.

February 7, 1964

M E M O R A N D U M

To: Boston Redevelopment Authority

From: Edward J. Logue, Development Administrator

Subject: DESIGNATION OF DEVELOPER FOR CASTLE SQUARE
SECTION OF THE SOUTH END URBAN RENEWAL PROJECT

On October 3, 1963, I submitted to you a package of materials relating to the disposition and development of Castle Square which you at that time tentatively approved as the basis of negotiations for the development of this area. Since that time we have entered into detailed discussions with the City Redevelopment Corporation, the developers of the adjoining New York Streets Area, with a view to their undertaking the construction of residential, commercial and industrial units in Castle Square. City Redevelopment Corporation has now submitted to us a site plan and various elevations and perspectives for the residential portion of Castle Square. These plans show a development of approximately 500 units of Section 221 (d)(3) housing, 38 per cent of which will be in high-rise 7-story structures, and the balance of which will be in 3- and 4-story row houses. The high-rise structures are built upon a base of one-story commercial space of approximately 75,000 square feet along Tremont Street, arranged as a series of unique shopping courts. Auxiliary parking will be provided in a parking structure.

Our design staff feels, and I concur in this feeling, that the development which can result from these plans will provide handsome and utilitarian dwelling units for middle income families. Our one reservation relates to the use of scored concrete blocks as an exterior treatment, and we have suggested, and the developers have agreed, that they would, prior to our final approval of this building material, construct a sample wall for us so that we may see what it will look like.

The plans also provide for the integration within this development of two high-rise towers containing approximately 100 dwelling units of Housing for the Elderly which will be constructed by the Boston Housing Authority. We have discussed this matter with the Housing Authority, and they have expressed their general willingness to cooperate in this construction.

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The total cost of this development is estimated to be approximately \$7,000,000, and the developers plan to finance the development under Section 221(d)(3) using the vehicle of a limited dividend corporation. Rentals will range from \$75 for one-bedroom units to \$105 for 4-bedroom units, and it is our intention that the developer will assure these rent levels for a period of four years after first occupancy by means of a substantial surety bond.

Attached is a Letter of Intent^{to be} executed by City Redevelopment Corporation similar in form to Letters of Intent we have used in the past. This Letter of Intent contains agreement upon the following items:

- (a) The price of the land to be conveyed;
- (b) The terms of the Land Disposition Agreement to be executed. This agreement is substantially the same as the agreement submitted to you on October 3, 1963.
- (c) The controls to be imposed upon the land.
- (d) The rental schedule.
- (e) A schedule for submission of plans and construction.
- (f) That a preference in tenancy will be given to families displaced from the Project Area, and from other urban renewal project areas in the city or as a result of other governmental action.
- (g) That the Boston Housing Authority will be given the opportunity of selecting tenants for 10% of the larger residential units, to be utilized under its rent supplementation program.
- (h) That a deposit of 5% of the purchase price will be made by the Developer upon the Authority's acceptance of the Letter of Intent.

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The Letter of Intent also provides that the developers will have ninety days after the initial FHA closing on the residential portion to submit an acceptable proposal for the purchase and development of the industrial portion of Castle Square, which proposal, in order to be acceptable, must conform to the Land Use and Building Controls, include financial and architectural materials, and include the developer's agreement promptly to commence construction on a portion of the parcel and to complete all construction within a reasonable time.

City Redevelopment Corporation is a Massachusetts Corporation, the sole stockholders of which are John Druker and Son (a partnership consisting of Bertram Druker and John Druker); John and Thomas Pappas; the Union Realty Company, Sidney Stoneman, president and treasurer; and Evelyn K. Gottlieb.

Architect for City Redevelopment Corporation is Samuel Glazer and Associates. The price of \$0.15 per square foot for the residential portion is consistent with both re-use appraisals that have been made on the property, the land area of which is approximately 400,700 square feet.

After discussions with the proposed developers, review of the relevant materials, and upon advice of the design review staff and other interested staff members, I am convinced that City Redevelopment Corporation is willing and able to proceed promptly and diligently to construct a middle income residential community which will meet our objectives for relocation housing in Castle Square, using design and construction standards which will result in buildings that will be an asset to the area and to the South End as a whole.

I, therefore, recommend that City Redevelopment Corporation be designated the Developer of Parcel 1 in Castle Square, subject to

(a) concurrence of the Housing and Home Finance Agency; and

(b) publication of the Redeveloper's disclosure material,

and that I be authorized to accept the Letter of Intent on behalf of the Authority and to execute the Disposition Agreement when these two events have occurred.

An appropriate resolution, including the findings required by HHFA, is attached.

WASHINGTON

Land Disposition Plan
Parcel #1; Castle Square

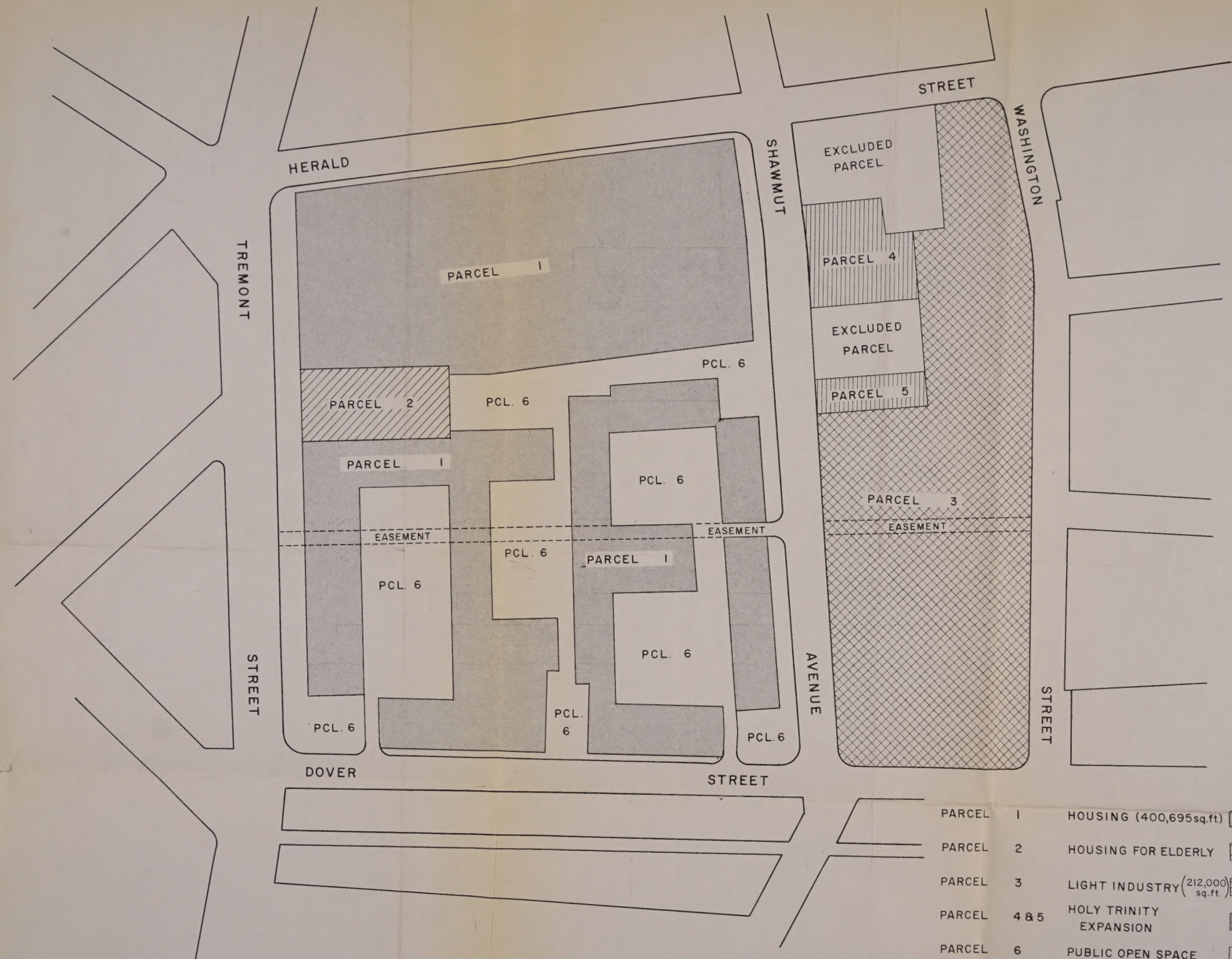
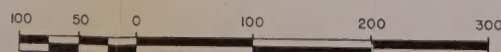


EXHIBIT A

CASTLE SQUARE-DISPOSITION PLAN

SOUTH END URBAN RENEWAL AREA
BOSTON REDEVELOPMENT AUTHORITY



FEBRUARY 3, 1964

